

### Amendment No. 3

**BETWEEN:** **The Royal Institution for the Advancement of Learning / McGill University**, a University duly constituted under the law and having a place of business at 845 Sherbrooke Street West, Montréal, Québec, H3A 2T5;  
hereinafter referred to as the “**University**”;

**AND:** **Dana Hospitality G.P. Inc.** in its capacity as General Partner of Dana Hospitality Limited Partnership, a limited partnership duly constituted under the Limited Partnerships Act, R.S.O. 1990, Chapter L.16, with its main place of business at 2898 South Sheridan Way, Suite 200, Oakville, Ontario, L6J 7L5;  
hereinafter referred to as the “**Supplier**”;

**WHEREAS** the Supplier and University entered into an agreement for the provision of food services for which the original contract was signed on May 9, 2019 (the “**Original Contract**”).

**WHEREAS** March 15, 2020 marked the beginning of the University campus closure due to the Covid-19 pandemic (the “**Pandemic**”). As a consequence of the Pandemic, the Supplier and University agreed to amend the Original Contract on January 16, 2021, to extend the term of the Original Contract and to evidence in writing a financial compensation to the Supplier (the “**Amendment No 1**”).

**WHEREAS** the parties made further modifications to the Original Contract, on November 1<sup>st</sup>, 2021, as described in **Amendment No 2** among which certain changes were made to the Locations by way of a new Schedule 6 added to the Original Contract.

**WHEREAS** the parties wish to remove the Athletics Café, located at the Currie Gym, from the list of Locations, by amending the Original Contract as detailed below (hereinafter “**Amendment No 3**”).

#### **THE PARTIES HEREBY AGREE AS FOLLOWS:**

##### **1. Definitions**

All capitalized words and expressions in this Amendment No 3 that are defined in the Original Contract shall have the same meaning as described in the Original Contract.

##### **2. Modifications**

**2.1** Schedule 6 – LOCATIONS is repealed in its entirety and replaced by the following:

- 1) New Residence Dining Hall
- 2) New Residence Hall main floor (previously occupied by Première Moisson)
- 3) McConnell Café, McConnell Engineering Building
- 4) Law Café, Faculty of Law - Chancellor Day Hall
- 5) Trottier Café, Trottier Building
- 6) Second Cup, Stewart Biology Building
- 7) Redpath Café, Library and Collections
- 8) Starbucks, Carrefour Sherbrooke
- 9) Med Café, McIntyre Medical Building
- 10) La Citadelle
- 11) Carrefour Sherbrooke Dining Hall

**3. No Other Modification**

The parties confirm that no other provision of the Original Contract shall be amended and that it is their intention to re-affirm their agreement with and acceptance of all other sections of the Original Contract.

**4. Coming into force**

Notwithstanding the date of signature hereof, the parties agree that this Amendment No. 3 shall come into force on March 28, 2022.

**5. Language**

The parties hereby confirm that they each required this document and notices in connection therewith be drawn up in English. *Les parties reconnaissent par les présentes que chacune d'entre elles a exigé que cette convention et tout document ou avis y afférent soient rédigés en anglais.*

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED:**

The Royal Institution for the Advancement of Learning/McGill University

[Redacted Signature]

March 29, 2022

Date

Name: Prof. Fabrice Labeau  
Title: Deputy Provost (Student Life and Learning)

Dana Hospitality G.P. Inc.

(in its capacity as General Partner of Dana Hospitality Limited Partnership)

[Redacted Signature]

Name  
Title:

Date MARCH 28/22

